

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

**1. Name and Address of Registrant**

Sandler, Travis & Rosenberg, P.A.  
1300 Pennsylvania Ave, N.W., suite 400, Washington DC. 20004

**2. Registration No.**

6244

**3. Name of Foreign Principal**

Australian Wool Innovation Limited

**4. Principal Address of Foreign Principal**

Level 30, 580 George Street, Sydney NSW 2000, Australia

**5. Indicate whether your foreign principal is one of the following:**

- ☐ Foreign government
- ☐ Foreign political party
- ☒ Foreign or domestic organization: If either, check one of the following:
- |   |  |
|---|--|
| <input type="checkbox"/> Partnership            | <input type="checkbox"/> Committee             |
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group       |
| <input type="checkbox"/> Association            | <input type="checkbox"/> Other (specify) _____ |
- ☐ Individual-State nationality \_\_\_\_\_

**6. If the foreign principal is a foreign government, state:**

- a) Branch or agency represented by the registrant

N/A

- b) Name and title of official with whom registrant deals

**7. If the foreign principal is a foreign political party, state:**

- a) Principal address

- b) Name and title of official with whom registrant deals

- c) Principal aim

Formerly CRM-157

FORM NSD-3  
Revised 03/11

## 8. If the foreign principal is not a foreign government or a foreign political party:

## a) State the nature of the business or activity of this foreign principal.

Australian Wool Innovation Limited is a not-for-profit company that invests in research, development and marketing to increase the long-term profitability of Australian wool growers.

## b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

## 9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

Australian Wool Innovation Limited (AWI) is primarily funded through a wool levy paid by wool growers (currently two percent of the sale price received for their shorn greasy wool) and a matching contribution from the Australian government for eligible research and development activities (capped at 0.5 percent of the value of gross national value of wool production). For more information go to [www.wool.com/en/about-awi/who-we-are/funding-and-investments](http://www.wool.com/en/about-awi/who-we-are/funding-and-investments)

## 10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Australian Wool Innovation Limited (AWI) is a not-for-profit company that is owned by more than 27,000 wool growers and is controlled by a seven person board of directors.

## EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
08/20/2014	J. Nicole Bivens Collinson President, International Trade & Government Relations	J Nicole Bivens Collinson <small>Digitally signed by J Nicole Bivens Collinson DN: cn=J Nicole Bivens Collinson, o=Sandler, Travis and Rosenberg P.A., ou, email=nbivens@strade.com, c=US Date: 2014.08.20 12:32:45 -0300</small>

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

## 1. Name of Registrant

Sandler, Travis & Rosenberg, P.A.  
1300 Pennsylvania Ave, NW, Suite 400, Washington,  
DC 20004

## 2. Registration No.

6244

## 3. Name of Foreign Principal

Australian Wool Innovation Limited

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

A purchase order for services was issued by the client to which we affixed our signature in agreement.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Discuss strategy for representation of client position in meetings with stakeholders in the U.S. including Congressional offices; discuss appropriate Congressional offices to be visited; review collateral materials, accompany client in meetings.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The TTP negotiations are underway and the client is interested in a position for a specific rule of origin that will benefit its industry and at the same time will benefit many U.S. companies. Meetings with congressional staff to discuss the specific rule of origin along with collateral material to leave behind will be developed jointly.

### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
08/20/2014	J. Nicole Bivens Collinson President, International Trade & Government Relations	J Nicole Bivens Collinson

Digitally signed by J Nicole Bivens Collinson  
DN: cn=J Nicole Bivens Collinson,  
o=Sandler, Travis and Rosenberg P.A., ou,  
email=jnbc@strtrade.com, c=US  
Date: 2014.08.20 12:29:17 -0300

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



AUSTRALIAN WOOL INNOVATION LIMITED ABN: 12 095 165 558  
Level 30, 580 George Street, Sydney NSW 2000, Australia  
Telephone: +61 2 8295 3100 Facsimile: +61 2 8295 4100

## PURCHASE ORDER

<b>Company</b> Sandler, Travis & Rosenberg, P.A. 1300 Pennsylvania Avenue NW, Suite 400 DC Washington 20004 USA	<b>Information</b> Document Number: 4500004756 Document Date: 21.07.2014 Vendor No.: 104955 Buyer: 009 ABN/VAT No.: Telephone: Fax: Email: nbc@strtrade.com Currency: USD My Ref: AW CS20
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ON SITE SERVICES: Does the provision of Services include on-site services?

Yes ☐ No ☒ Not Applicable ☐

<b>Site Loc</b> Australian Wool Innovation Limited Level 30 580 George Street Sydney New South Wales 2000 Australia	
<b>Terms of payment</b>	30 Days
<b>Terms of Delivery</b>	Delivered Duty Paid /

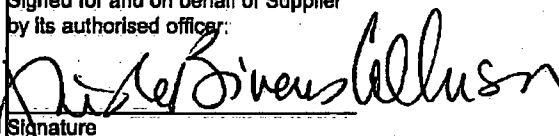
Item	Material Description	Delv Dt	Quantity	UM	Unit Price	Net Amount
00010	Engagement of Services Engagement of services by Sandler, Travis and Rosenberg to provide advice and support in developing materials and briefing key decision makers on Trans-Pacific Partnership issues	30.08.2014	1	EA	3,800.00	3,800.00
Total net value excl.tax						3,800.00
Total value						
Subcontractor Name and Address					ABN/VAT	

The parties agree that Supplier will supply and deliver the Goods and/or Services to AWI on the terms and conditions of this agreement which consists of these Purchase Order Details, the attached Terms and Conditions and any attached annexures.

This agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be taken to constitute one agreement. An executed counterpart may be delivered by facsimile or other electronic means.

Executed as an agreement.

Signed for and on behalf of Supplier  
by its authorised officer:

  
Signature

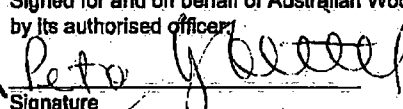
Nicole Bivens Collinson  
Print full name

President

Position

Date: 08/05/2014

Signed for and on behalf of Australian Wool Innovation Limited  
by its authorised officer:

  
Signature

Peta Black-Smith  
Print full name  
Group Manager -  
Corporate Affairs and  
International Market Access

Position

Date: 11/8/2014

#### TERMS AND CONDITIONS Purchase Order

##### 1. Definitions

1.1 In this agreement the following definitions apply:

**Date of Delivery** means the date set out under Delv Dt in the Purchase Order Details.

**Delivery Point** means the location set out under Site Loc in the Purchase Order Details.

**Goods** means the goods set out under Material Description in the Purchase Order Details.

**Purchase Order Details** means the details set out on the first page(s) prior to the Terms and Conditions;

**Price** means the Net Amount of the total value set out in the Purchase Order Details.

**Services** means the services set out under Material Description in the Purchase Order Details.

**Supplier** means the party inserted under Company in the Purchase Order Details.

##### 2. Parties bound by this agreement

2.1 AWI and Supplier agree to be bound by and contract on the terms set out in this agreement. This agreement prevails over any prior agreement or understanding between the parties and any terms and conditions of the Supplier, whether received before or after the date of this Purchase Order.

##### 3. Supply of Goods and/or Services

3.1 Supplier will supply to AWI the Goods and/or Services on or before the Date of Delivery at the Delivery Point and in accordance with the Terms of Delivery set out in the Purchase Order Details. Supplier must give written notice and all relevant information to AWI as soon as practicable if delivery of Goods and/or Services is, or is likely to be, delayed.

3.2 Supplier may subcontract its obligations to the Subcontractor(s) (or other subcontractors only with AWI's prior written consent). Supplier must provide copies of all subcontracts to AWI immediately upon issue. Supplier remains liable for its performance under this agreement, and the acts and omission of subcontractors.

3.3 AWI has the right to inspect all Goods and/or Services (including those being supplied by subcontractors) at all reasonable times and to

receive progress reports for all Goods and/or Services (including those being supplied by subcontractors).

3.4 Time is of the essence with respect to Supplier's obligations under this agreement and Supplier indemnifies AWI for any costs, expenses and losses resulting from delays in delivery.

3.5 Where Supplier is supplying On Site Services to AWI, Supplier:

- (a) acknowledges it is granted access to AWI premises solely for the purpose of performing its obligations under this agreement; and
- (b) will comply with all reasonable directions given by AWI personnel whilst at AWI's premises; and
- (c) must accept AWI's workplace policies and procedures and where such policies and procedures are unknown or unfamiliar to Supplier, Supplier will make reasonable enquires in order to become so informed.

3.6 If the Services include the purchase of advertising space in any media (including but not limited to print and digital) then the following shall apply:

- (a) The Supplier must ensure that the provision of the Services will be compliant with the following:
  - (i) Australian Association of National Advertisers (AANA) Code of Ethics and AANA Code of Ethics Practice Note;
  - (ii) AANA Code for Advertising & Marketing Communications to Children and Practice Guide: Managing Images of Children and Young People; and
  - (iii) any other relevant codes of conduct.
- (b) If the Supplier receives the benefit of any refund, adjustments, discounts or rebates in providing the Services, it must pay that amount immediately to AWI.

(c) The Supplier must ensure that the provision of Services to AWI does not result in any adverse publicity to, or damage the no goodwill or reputation of, AWI or the Australian Wool Industry. For instance, it must ensure that any advertisement that it places in connection with the Services is not placed in or alongside content that is obscene, defamatory, pornographic, discriminatory or otherwise offensive in AWI's reasonable opinion.

(d) The Supplier must ensure that any advertisement that it places in connection with the Services is not placed in proximity to, or adjacent to, another advertisement or any other content that is adverse to, critical of, or might otherwise undermine that advertisement.

#### 4. Payment

4.1 Subject to Supplier supplying the Goods and/or Services to the satisfaction of AWI and subject to clause 4.2 I, AWI will pay to Supplier the Price.

4.2 Supplier must submit a tax invoice (where applicable, include as a separate item the GST payable in the tax invoice), addressed to AWI accounts, payable in accordance with the Terms of Payment set out in the Purchase Order Details.

4.3 Unless otherwise specified in the Purchase Order Details, all amounts payable under this agreement are inclusive of all taxes (including sales tax, excise tax, duty and withholding tax) but not GST. Where a party makes a taxable supply to another party, the recipient must pay to the supplier an additional amount equal to the GST subject to the recipient receiving a tax invoice.

#### 5. Title and risk

5.1 Subject to clause 8.2 and unless otherwise specified in the Purchase Order Details, title and risk in the Goods will pass to AWI when they are delivered at the Delivery Point.

5.2 The Supplier will not (and procure any subcontractors not to) attempt to register any liens in respect of Goods and/or Services supplied. Supplier must provide lien waivers in a form acceptable to AWI in respect of any supply at AWI's request. Supplier agrees to cause any liens registered despite this clause 5.2 to be removed at its cost.

#### 6. Rejection of Goods and/or Services

6.1 AWI may reject any Goods and/or Services it considers not conforming to this agreement for any reason whatsoever within a reasonable time after delivery of such Goods and/or Services. Payment by AWI for such Goods and/or Services will not prejudice AWI's right of rejection.

6.2 Without limiting AWI's other rights and remedies, Supplier must, at AWI's option and at Supplier's expense and risk, remove, rectify or re-supply all Goods and/or Services rejected by AWI.

#### 7. Variations

7.1 AWI may, prior to delivery of Goods and/or Services, direct Supplier in writing to add, omit, or vary the Goods and/or Services and such variations will form part of this agreement.

7.2 Where a direction for a variation would result in variation to the Price, Supplier must immediately advise AWI in writing of the varied Price (which must be determined by the same method of pricing for the provision of the original Goods and/or Services). A variation to the Price is not effective unless it is communicated to AWI in writing and signed by AWI.

7.3 If, in the opinion of Supplier, a direction for a variation is likely to prevent Supplier from conforming to this agreement it must immediately notify AWI. AWI will decide whether the variation will take effect and notify Supplier of its decision in writing and may, in its discretion, modify the agreement to the extent required to enable Supplier to deliver the variation.

#### 8. Intellectual Property

8.1 In this agreement Intellectual Property means statutory and other proprietary rights in respect of copyright and neighbouring rights, all rights in relation to inventions (whether patentable or not), patents, plant varieties, registered and unregistered trade marks, registered and unregistered designs, circuit layouts and Confidential Information and other rights arising from intellectual activity in the industrial, scientific, literary

or artistic fields but does not include moral rights that are not transferable.

8.2 Any Intellectual Property rights (other than moral rights) which subsist in any Goods and/or Services developed or created by or on behalf of the Supplier under this agreement are assigned to AWI upon creation. Supplier must promptly at its own cost do all things necessary to effect assignment of any such Intellectual Property rights to AWI.

8.3 Any invention or improvement made by Supplier, attributable in whole or in part to the Confidential Information, is the property of AWI and Supplier assigns all Intellectual Property rights in any such invention or improvement to AWI on creation.

8.4 Supplier will not use AWI's name or brand in any promotional material or in any other way without first obtaining AWI's written approval.

8.5 Supplier must not during or after the term of this agreement contest or assist any other person to contest the validity or ownership of any Intellectual Property owned by AWI and relating to the Goods and/or Services.

8.6 Supplier grants or will procure that its employees and/or subcontractors grant to AWI written, unconditional and irrevocable consents to any act or omission that would otherwise infringe Supplier's, or its employees' or subcontractors' moral rights in any Intellectual Property which subsist in any Goods and/or Services developed or created by Supplier under this agreement, and a waiver of moral rights in such Intellectual Property outside Australia.

#### 9. Insurance

9.1 Supplier must maintain appropriate insurance in relation to public liability, professional indemnity and workers' compensation. Supplier must, upon request, provide AWI with certificates of currency with respect to these insurance policies.

#### 10. Term and termination

10.1 This agreement commences on the Date of the Purchase Order and continues until the Goods and/or Services are delivered unless terminated earlier in accordance with its terms.

10.2 Either party may terminate this agreement immediately by written notice on the occurrence of any of the following:

- (a) the other party is unable to pay its debts as they fall due, or has a receiver, administrator or liquidator or similar person appointed;
- (b) the other party is in breach of this agreement and has failed to remedy the breach within 30 days of receipt of written notice of the breach calling for it to be remedied; or
- (c) the other party ceases to conduct its business.

10.3 AWI may terminate this agreement at any time by giving written notice to Supplier with immediate effect, in which case AWI must within 30 days pay the pro-rata Price to Supplier for the Goods and/or Services delivered to AWI. The total amount payable under this clause will not exceed the Price.

10.4 On expiry or earlier termination of this agreement the Supplier must cease all use of AWI's Confidential Information and return or destroy all materials which contain or refer to AWI's Confidential Information.

10.5 Termination or expiry of this agreement does not affect the provisions relating to maintenance of insurance (clause 9); Intellectual property (clause 8); consequences of termination (clause 10.4); confidentiality (clause 11); warranties (clause 12) and liability (clause 13).

#### 11. Confidential Information

11.1 Supplier must only use the Confidential Information of AWI for the purpose of supply of the Goods and/or Services complying with this agreement.

11.2 Supplier must treat and maintain as confidential all Confidential Information of AWI, and unless required by Government, law or regulation, must not disclose or publish any such Confidential Information to a third party without the prior written permission of AWI.

11.3 The obligations of Supplier in clauses 11.1 and 11.2 will not apply if Supplier can demonstrate that the information:

- (a) is now in the public domain or, after the date of this agreement, has entered the public domain through no fault of the Supplier;
- (b) was already known to the Supplier at the time the information was received by the Supplier pursuant to this agreement (by reference to contemporaneous records);
- (c) was provided to the Supplier by a third party after the date of this agreement, lawfully and without violating any restriction on its disclosure; or
- (d) was independently developed by the Supplier without reference to the Confidential Information of AWI (by reference to contemporaneous records).

11.4 In this agreement, Confidential Information means:

- (a) all business, financial, technical and other commercially valuable or sensitive information in whatever form, including Intellectual Property, inventions (whether or not registered) trade secrets, methodologies, formulae, graphs, drawings, samples, devices, models and any other materials or information which AWI regards as confidential, proprietary or of a commercially sensitive nature in the possession of AWI or its employees;
- (b) all information created, ascertained, discovered or derived by or on behalf of the Supplier, directly or indirectly, from any Confidential Information of AWI;
- (c) all information gained or observed by Supplier at AWI's premises; and
- (d) all information relating to this agreement including its terms and negotiation,

In each case whether disclosed visually, orally, in writing or by electronic means or directly or indirectly, and whether disclosed or created before or after the Date of the Purchase Order and includes the information set out in the Purchase Order Details.

#### 12. Warranties



12.1 Supplier warrants that all Goods supplied under this agreement will:

- (a) be of sound workmanship and of acceptable quality and suitable for their intended purpose;
- (b) be free from defects and faulty materials and correspond with any sample and conform to any description, instructions, specifications and other conditions contained in the Purchase Order Details;
- (c) be free from any charge or encumbrance;
- (d) comply with all application legislation, regulations and other governmental requirements in Australia and to the relevant Australian Standards (including all relevant labelling requirements); and
- (e) not infringe the Intellectual Property or other rights of third parties.

12.2 Supplier warrants that all Services supplied under this agreement will:

- (a) be carried out to the best of its skill and ability for the benefit of AWI;
- (b) be to a standard of fitness and competence required to achieve the purpose of the Services made known to the Consultant expressly or by implication by AWI and be to a standard that is generally acceptable to the industry in which such Services are usually provided;
- (c) conform to any description, instructions, specifications and other conditions contained in the Purchase Order Details;
- (d) in respect of performance, be personally attended to by the Supplier and not delegated to any other person, unless otherwise agreed to in writing by AWI; and
- (e) not infringe the Intellectual Property or other rights of third parties.

12.3 Without limiting AWI's other rights and remedies, Supplier must, as soon as reasonably practicable and at its cost, repair, replace, rectify or re-supply all Goods and/or Services which do not comply with Supplier's warranties upon written notice from AWI:

- (a) in case of Services, during the period of 12 months from performance of the Services; or
- (b) in case of Goods, during the period of 12 months from the Goods being put into service, or 18 months from delivery of the Goods (whichever occurs first).

Goods and/or Services repaired, replaced, rectified or re-supplied will be subject to a further warranty period of 12 months from the date of delivery, reinstallation or passing of tests (if any) whichever is appropriate.

12.4 The warranties provided under this clause 12 are in addition to any provided by law and survive inspection, testing, acceptance and payment.

### 13. Liability

13.1 Supplier indemnifies AWI and its associated entities, officers, employees, consultants and agents from and against all loss, cost, damage and expense (including indirect and consequential loss or damage and legal expenses) arising out of or in connection with:

- (a) a breach or non-performance of this agreement by the Supplier;
- (b) the wilful or negligent act or omission of the Supplier; or
- (c) any claim of infringement of intellectual property rights by the use or sale of any Goods and/or Services supplied by Supplier.

13.2 To the extent permitted by law, AWI's aggregate liability under or in relation to this agreement arising out of any act, omission or event or connected series of acts, omissions or events will not exceed the aggregate amounts due and payable by AWI under this agreement as at the date of AWI being notified of such act, omission or event, less any amounts paid by AWI subsequent to that date.

### 14. Major Incident or Occurrence

14.1 A party may give notice of an incident or occurrence not reasonably contemplated by one or more of the parties to the agreement which prevents the performance of a material obligation under this agreement to the other party(ies). A party will be relieved of performance only to the extent that and for so long as the major incident or occurrence is adversely affecting its ability to perform. In the event the major incident or occurrence continues for longer than 14 days, either party may terminate the agreement by at least 14 days' written notice.

14.2 A major incident or occurrence may include but is not limited to such things as war, act of nature such as flood, earthquake, drought or insect plague, legislation, ministerial directive, reduction of government funding, change of government policy, industrial dispute and the like.

### 15. General

15.1 This agreement contains the entire agreement of the parties with respect to its subject matter and may only be amended in writing and signed by AWI. AWI's failure or delay to exercise a right or remedy does not operate as a waiver of that right or remedy. Any specific waiver of a provision of this agreement must be in writing and signed by the party granting the waiver.

15.2 When reading this agreement:

- (a) words beginning with capital letters have the meaning set out in the Purchase Order Details or defined in these Terms and Conditions;
- (b) if the Purchase Order Details include any Special Conditions these Terms and Conditions must be read subject to those Special Conditions; and

- (c) where applicable, Incoterms 2000 will govern the interpretation of any Terms of Delivery set out in the Purchase Order Details.

15.3 The rights and obligations of each party under this agreement are personal and may not be dealt with without the prior written consent of the other party.

15.4 This agreement does not create a relationship of agency, partnership, joint venture and/or employment between the parties.

15.5 Neither party has any authority to act for or incur any liability or obligation on behalf of the other party in any manner except with the prior written consent of the other party.

15.6 All notices and other communications in connection with this agreement must be in writing. A notice may be served by hand, by post, by

e-mail or by facsimile to the address at the front of this agreement.

15.7 The signatories warrant that they have authority to enter into this agreement on behalf of the party they represent.

15.8 The provisions of this agreement are severable. If any provision in this agreement is found to be invalid or unenforceable then the provision is to be severed from the remainder of this agreement which is to remain in full force and effect. 15.9 Subject to clause 15.10, this agreement is governed by the laws of New South Wales. The parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales and of the Commonwealth of Australia.

15.10 If the Supplier is located in the People's Republic of China, excluding Taiwan, Special Administrative Regions of Hong Kong and Macau then clause 15.9 is deleted and replaced by the following:

(a) This agreement is governed by the laws of the People's Republic of China excluding Taiwan, Special Administrative Regions of Hong Kong and Macau. The parties irrevocably submit to the exclusive jurisdiction of China International Economic and Trade Arbitration Commission, Beijing, but subject to the following:

(i) there shall be three (3) arbitrators, with each party having the option of appointing that party's arbitrator from or outside of CIETAC's panel of arbitrators;

(ii) the arbitration shall be conducted in English, and all arbitrators appointed must be fluent in English and Mandarin Chinese;

(iii) the losing party shall bear the costs of arbitration and the other party's lawyers' fees unless otherwise stipulated in the award; and

(iv) the arbitral award shall be final and binding upon the parties to the arbitration and each party may apply to a court of competent jurisdiction for enforcement.

(b) Goods and Services Tax (GST) means value added tax (VAT) and Business Tax.